

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES




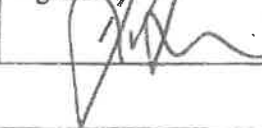
Grant Program: FY16 Homeland Security Grant Program	Grant Award No.: 2016-0102	Cal OES ID#: 001-00000
Subrecipient Name: Alameda County		Project No: F; 006

REQUEST FOR NONCOMPETITIVE PROCUREMENT AUTHORIZATION

1. Activity: Alameda County Crime Lab Cell Phone Decryption Program Cost: \$219,000.00
2. Describe what the proposed vendor/contractor will provide. The Alameda County Crime Lab currently utilizes Celebrite equipment (hardware and software) for extracting and processing cellular phones for evidentiary and investigative purposes. The AC Crime Lab is requesting to purchase the following two products: A: Universal Forensic Extraction Device (UFED) and Cellebrite Advanced Service (CAS) Unlocking and Extraction Technology; B: UFED Analytics Enterprise. These products are an upgrade to other Cellebrite products and computer software in use at the AC Crime Lab. The upgrade is essential to allow the Crime Lab to unlock cell phones for investigative and evidentiary purposes and to extract information used in planning and/or execution of criminal and/or terrorist activities.
3. Describe your organization's standard procedures when considering a noncompetitive contract, including the conditions under which a noncompetitive contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.). Please see the attached documents regarding Alameda County's purchasing/procurement procedures in regards to Sole Source Contracting.
4. Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract. See 2 C.F.R. Part 200, Subpart D, §200.320.
 - a. The item is available only from a single source. (Describe and detail the process used to make that determination.). The product was researched on the internet by GSA. It was determined the requested product and supplier cannot be substituted and satisfy the County's requirement. Cellebrite is the sole distributor for Universal Forensic Device (UFED) Premium Desktop and Cellebrite Advanced Service (CAS) Unlocking and Extraction Technology and UFED Analytics Enterprise. AC Crime Lab is currently using the Cellebrite equipment which is proprietary and the upgrade must be obtained from Cellebrite. Therefore, this is a non-competitive procurement; quotations are not possible.
 - b. A public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (Describe the exigency or emergency. Provide details.)
 - c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Provide details, and attach relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended?

Yes; Alameda County's purchasing department verifies all vendors are not suspended or disbarred. The disbarment/suspension form is a part of the sole source documentation. The Debarment and Suspension Certification form is attached.

6. Will all activities be completed within the period of performance?
Yes; it will take approximately 3 months from the time the order is placed for the project to be completed. The grant performance period ends May 31, 2019.
7. Please attach a copy of the cost or price analysis prepared for this procurement.
Please see attached memo: Finding of Non-Competition – Sole Source #5274-1 Purchase from Cellebrite INC.

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished on this form is accurate, complete and current. We further certify that this procurement has followed local procurement policies, and state and federal guidelines. We understand that any fraudulent information contained on this form may have an effect on future Cal OES funding for this organization.			
Submitted By:	Name: Pace Stokes, Captain, Office of Emergency Services	Signature: 	Date: 8/17/18
Purchasing Agent:	Name: John Glann, GSA- Purchasing Manager	Signature: 	Date: 8/17/18 8/20/18

Cal OES Internal Use Only	
Program Representative Review - Comment:	Date:
Unit Chief Review - Comment:	Date:
Unit Chief Approval:	Date:
Division Chief Review - Comment:	Date:
Division Chief Approval:	Date:



August 24, 2018

Sheriff Gregory J. Ahern
Alameda County Sheriff's Office
1401 Lakeside Drive, 12th Floor
Oakland, CA 94612-4305

SUBJECT: **NONCOMPETITIVE PROCUREMENT CONTRACT APPROVAL**
FY2016 Homeland Security Grant Program (HSGP)
Grant #2016-00102; Cal OES ID #001-00000

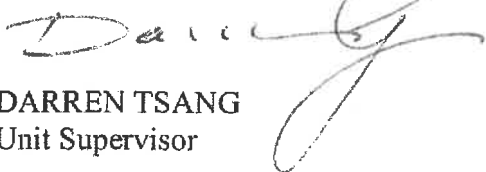
Dear Sheriff Ahern:

The California Governor's Office of Emergency Services (Cal OES) received, reviewed, and approved your revised Noncompetitive Procurement Authorization request dated July 12, 2018, based on the information your office provided regarding the proposed procurement of:

- Alameda County Crime Lab Cell Phone Decryption Program; \$219,000

Thank you for your work in protecting California. We look forward to your continued collaboration toward our homeland security strategy and appreciate your cooperation and support.

Sincerely,


DARREN TSANG
Unit Supervisor

Cellebrite, Inc.

7 Campus Drive
Suite 210
Parsippany NJ 07054
United States
Tel: +1 201 848 8552
Fax: +1 201 848 9982
Tax ID #: 22-3770059
DUN #: 033095568

**Cellebrite**

Digital intelligence
for a safer world

Invoice

Invoice #: INVUS200412

Date: 10/22/2018

Sales Order #SOUS36620

Bill To

Alameda County Sheriff's Office
4985 Broder Blvd
Dublin CA 94568
United States

Ship To

Alameda County Sheriff's Office
2901 Peralta Oaks Ct.
Oakland CA 94605
United States

David Chun
(510) 382-3304

Fulfillment #ITF53880

PO #	Ship Date	Terms	Freight term	Currency
SHERF-0000012381	10/16/2018	Net 30	FCA	USD

Item	Quantity	Period Start Date	Period End Date	Unit Price	Ext. Price
UFED Premium Package	1	09/23/2018	09/22/2019	100,000.40 ⁰⁰	100,000.40 ⁰⁰
UFED-P Desktop including Installation and Training	1				
UFED-P Software Dongle	1				
UFED Premium 1 Action	140				
Redundant UFED Premium system	1				
Analytics Bundle Configuration	1	10/16/2018	10/16/2018	99,500.00	99,500.00
UFED Analytics Enterprise	1				

Subtotal \$199,500.40⁰⁰9.25% Tax Total (5.53%) 9,250.00 ~~\$11,033.96~~

Total \$210,534.36

Amount Due \$210,534.36

#120931

Analytics Enterprise Configuration

Number of Users	Number of Digital Evidence	Decoding
10.0	500.0	Yes

208,750.00

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Date: 10/22/2018

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Item	Serial Numbers
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Order Creator: Zach Cohen

Customer Comments:

will pursue two options Bundle of Total 140 Premium unlock actions and 10 user 500 searchable digital evidence units. Does not include server hardware for Analytics. Sever PO to be issued by Sept 30th per Cecilia.

SEND INVOICES TO:

County of Alameda Sheriff's Office

Office of Homeland Security and Emergency Services 4985 Broder Blvd., Dublin, CA 94568-3314

DEPARTMENT VENDOR LIAISON: (925) 803-7800.

Terms & Conditions:

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.

Cellebrite has three different terms of sale.

Any purchase of unlocking services are governed by <http://legal.cellebrite.com/CB-us-us/index.html>.

Any purchase of UFED Premium are governed by <http://legal.cellebrite.com/home/usa-ufed-use-agreement-01292018.pdf>.

Any other purchases of products or services, including without limitation training services, are governed by <http://legal.cellebrite.com/us/index.html>.

In addition to these terms, software is licensed by Cellebrite in accordance with an end user license agreement available at <http://legal.cellebrite.com/us/Cellebrite-EULA.pdf>.

A promotional purchase, including without limitation a zero dollar purchase, is deemed a purchase.

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Cellebrite, Inc.

7 Campus Drive
Suite 210
Parsippany NJ 07054
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Fax: +1 201 848 9982
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DUN #: 033095568

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Invoice

Invoice #: INVUS200744
Date: 31/10/2018
Sales Order #SOUS37331

Bill To
Alameda County Sheriff's Office
2901 Peralta Oaks Ct.
3rd FL
Dublin California 94568
United States

David Chun
(510) 382-3304

Ship To
Alameda County Sheriff's Office
2901 Peralta Oaks Ct. 3rd FL
Oakland CA 94605
United States

David Chun
(510) 382-3304

Fulfillment #ITF54692

PO #	Ship Date	Terms	Freight term	Currency
SHERF-0000012442	31/10/2018	Net 30	FCA	USD

Item	Quantity	Unit Price	Ext. Price
F-UFD-04-019 3rd Party Hardware	1	8,500.00	8,500.00

Subtotal	\$8,500.00
Shipping and Handling	\$120.00
Tax Total (9.25%)	\$797.35
Total	\$9,417.35
Amount Due	\$9,417.35

Order Creator: Janelle Vega

Customer Comments:
UAE Large Appliance design

Dell T7920
Dual Socket 16C CPU @ 3.7GHz
256G of RAM
Nvidia P4000 GPU
Mirrored 512G SSD
Mirrored 4TB Drives
Onboard Dual Gigabit ethernet

121283

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